

1 **BILL NO. S-21-01-13**

2 SPECIAL ORDINANCE NO. S-_____

3 AN ORDINANCE approving PURCHASE OF DIESEL
4 FUEL FOR THE FLEET DEPARTMENT FOR USE BY
5 ALL CITY DEPARTMENTS - \$648,000.00 by the City
6 of Fort Wayne, Indiana, by and through its Department
7 of Purchasing and AG PLUS for the Fleet Operations
8 Department.

9 **NOW, THEREFORE, BE IT ORDAINED BY THE COMMON**
10 **COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:**

11 **SECTION 1.** That the PURCHASE OF DIESEL FUEL FOR THE
12 FLEET DEPARTMENT FOR USE BY ALL CITY DEPARTMENTS - \$648,000.00
13 by and between the City of Fort Wayne, by and through its Department of
14 Purchasing and AG PLUS for the Fleet Operations, respectfully for:

15 THE PURCHASE OF 270,000 GALLONS OF DIESEL FUEL
16 FOR BULK TANK USE

17 involving a total cost of SIX HUNDRED FORTY-EIGHT THOUSAND AND 00/100
18 DOLLARS – (\$648,000.00). A copy of said Contract is on file with the Office of the
19 City Clerk and made available for public inspection, according to law.

20 **SECTION 2.** That this Ordinance shall be in full force and effect from
21 and after its passage and any and all necessary approval by the Mayor.

22 _____
23 Council Member

24 APPROVED AS TO FORM AND LEGALITY

25 _____
26 Carol Helton, City Attorney
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Flex Price Fuel Contract

This agreement entered into on this ____ day of February 2021 by and between Ag Plus Inc. (seller) and Fort Wayne Fleet (buyer) of 1705 Lafayette St. Fort Wayne, In. shall be binding for the length of the contract and subject to the laws of Indiana.

The buyer agrees to purchase from seller 270,000 gallons of Premium ULS On-Road Diesel Fuel at a base price of \$_____ per gallon. (22,500 gallons a month for 12 consecutive months). Price does not include any applicable taxes.

Fuel will be purchased in accordance to the following terms and conditions;

- 1) Seller agrees to make available the product in such reasonable quantities and at such reasonable times as requested by the buyer. Buyer shall comply with all requirements of federal, state and local regulations with regard to storing and dispensing motor fuel. Buyer shall indemnify seller and hold it harmless for penalty, loss, liability, or expense in connection with buyer's obligations.
- 2) All products delivered by Seller and sold to Buyer pursuant to this Agreement shall conform to the quality specifications mutually agreed upon by the parties for such products which are commercially acceptable.
- 3) Buyer agrees to take delivery of all contract gallons between **October 1, 2021 and September 30, 2022.**
- 4) Contract gallons are not transferable to any other entity without sellers' written consent.
- 5) **All products contracted for delivery by the Buyer must be taken within the designated delivery time. Products not taken shall be forfeited. In addition, the buyer will be invoiced the difference between the contract price and the first 5 day average price for the month following the contract period on all undelivered gallons. If the contract price is lower of the two, no charge will apply and no refund will be granted.**
- 6) All contracts will be considered executed when placed verbally with an authorized agent of Ag Plus. A confirmation of the verbal agreement will be sent by mail, email or fax. Confirmations are required to be returned within 10 days of the agreement date.
- 7) Full contract value becomes immediately due in the event the buyers account becomes 60 days past due. Nothing contained in this agreement shall excuse buyer from paying seller, when due, any amounts payable under this agreement.
- 8) If there is a breach of this agreement, the parties hereby agree that all reasonable cost of collections and attorney fees may be added to the amount owed including finance charge at the usual a customary rate.
- 9) Either party's failure to perform under the terms and conditions of this Agreement, in whole or in part, will not be deemed a breach or a default hereunder or give rise to any liability of either party to the other if such failure is attributable to any act of God, riot, public enemy, fire, explosion, flood, war, sabotage, accident, actions by governmental authority, or other conditions beyond the reasonable control of the other party.
- 10) Any modification of this agreement or additional obligations assumed by either party shall be binding only if evidenced in writing signed by each party or authorized representative of each party. This agreement constitutes the entire agreement of the parties and supersedes any prior written or oral agreements between the parties with respect to this matter.
- 11) Buyer enters this fixed contract and the risk associated with it at their own discretion.
- 12) Diesel fuel will be invoiced an additional \$.07 cents per gallon during winter months for cold flow additive.
- 13) An electronic copy of this agreement with signatures shall be considered an original.

Buyer (Printed)/ Title

Seller: Ag Plus
440 Mourey St.
New Haven, IN 46774

COUNCIL DIGEST SHEET

Enclosed with this introduction form is a tab sheet and related material from the vendor(s) who submitted bid(s). Purchasing Department is providing this information to Council as an overview of this award.

RFPs, BIDS, OTHER PROJECTS

Bid/RFP#/Name of Project	2021/2022 Bulk Diesel
Awarded To	AG Plus
Amount	Not to exceed \$648,000 (plus applicable taxes) for 270,000 gallons
Conflict of interest on file?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Number of Registrants	
Number of Bidders	NA
Required Attachments	Dept Memo

EXTENSIONS

Date Last Bid Out	FWCS led bid
# Extensions Granted To Date	

SPECIAL PROCUREMENT

Contract #/ID <i>(State, Federal, Piggyback--Authority)</i>	
Sole Source/ Compatibility Justification	Unique opportunity for savings IC 5-22-10-5

BID CRITERIA *(Take Buy Indiana requirements into consideration.)*

Most Responsible, Responsive Lowest	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>If no, explain below</i>
If not lowest, explain	

COUNCIL DIGEST SHEET

COST COMPARISON

<i>Increase/decrease amount from prior years For annual purchase (if available).</i>	2021 averaged rate through September is \$1.79/gal. (plus applicable taxes)
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DESCRIPTION OF PROJECT / NEED

<i>Identify need for project & describe project; attach supporting documents as necessary.</i>	Supply of bulk diesel fuel for remainder of 2021 budget year
	Approval of this not to exceed budget amount will secure the 2021 budget

REQUEST FOR PRIOR APPROVAL

<i>Provide justification if prior approval is being requested.</i>	Seeking Council approval for a contract price not to exceed \$2.40 (plus taxes) per gallon of 315,000 gallons of diesel. Purchasing is expecting to contract at a more favorable rate upon Council final approval.

FUNDING SOURCE

<i>Account Information.</i>	Fleet Maintenance budget line